

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 1 PAGES		
1. REQUEST NO. DTFASO-09-Q-00070		2. DATE ISSUED 05/13/2009		3. REQUISITION/PURCHASE REQUEST NO.		
4a. ISSUED BY FEDERAL AVIATION ADMINISTRATION EASTERN SERVICE AREA ASO-52ATL ACQUISITION GROUP P O BOX 20636 ATLANTA GA 30320				5. DELIVERY BY (Date) Multiple		
				6. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
				8. DESTINATION		
4b. FOR INFORMATION CALL: (No collect calls)				a. NAME OF CONSIGNEE		
NAME JEANETTE BLACKMON		TELEPHONE NUMBER AREA CODE 404 NUMBER 305-5823		b. STREET ADDRESS		
7. TO:						
a. NAME		b. COMPANY				
c. STREET ADDRESS				c. CITY		
d. CITY		e. STATE		f. ZIP CODE		
d. STATE		e. ZIP CODE				
9. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 4a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/21/2009 1700 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 4a. This request does not commit the Contract Authority to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote.				
10. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Upgrade interior lighting fixtures to engery efficient fixtures with T-8 lamps and electronic ballasts at the Columbia, SC (CAE) ATCT per specification FAA-CAE-09-12 & drawing series CAE-B-195. Period of Performance: 04/29/2009 to 08/28/2009					
11. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached		12. NAME AND ADDRESS OF QUOTER				13. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION
a. NAME OF QUOTER		16. SIGNER				14. DATE OF QUOTATION
b. STREET ADDRESS						a. NAME (Type or print)
c. COUNTY						AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			NUMBER

5/13/2009

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SPECIFICATIONS
FOR THE
LIGHTING RETROFIT
AT THE
AIR TRAFFIC CONTROL TOWER
COLUMBIA METROPOLITAN AIRPORT
COLUMBIA, SOUTH CAROLINA

1. GENERAL.

1.1. These specifications cover the requirements of the Federal Aviation Administration (FAA) for the lighting retrofit at the Air Traffic Control Tower, Columbia Metropolitan Airport, Columbia, SC. This project is to include all hardware, equipment, labor, supervision and transportation necessary to complete the required work.

1.2. The requirements of these specifications are intended to be in conformity with all current electrical, lighting and OSHA codes. If they are found to be in conflict, the contractor shall notify the pertinent FAA official prior to continuing. The contractor shall also adhere to all Federal, state, and local labor and safety statutes that may apply.

1.3. ACRONYMS AND ABBREVIATIONS.

AF - Airway Facilities
ATCT - Air Traffic Control Tower
CAE - Identifier for Columbia, SC
CFL - Compact Fluorescent Lamp
CFM - Contractor Furnished Material
CO - Contracting Officer
COR - Contracting Officer's Representative
FAA - Federal Aviation Administration
GFM - Government Furnished Material
MAX - Maximum
MIN - Minimum
NTP - Notice To Proceed
SMO - System Management Office
SSC - System Support Center (local FAA)
V - Volt
W - Watt

2. CONDITIONS AFFECTING WORK.

2.1. SCOPE OF WORK. The scope of work shall include, but is not limited to, furnishing all labor, materials, tools, equipment, and services as necessary to satisfactorily upgrade the lighting system at the facility. The general scope of work is as follows:

a) Removal and proper disposal of all existing fluorescent lighting fixtures (except existing CFL lamps) with magnetic ballasts and T12 lamps and installation of new fixtures with electronic ballasts and T8 lamps.

b) Removal and proper disposal of the drop ceiling in the equipment room. Installation of lighting in this room includes new conduit and wire, as well as smoke sensor relocation, due to reconfigured layout.

2.2. SCHEDULING OF WORK. The scope of work under this contract requires working on an operational FAA facility. The contractor, therefore, will be required to coordinate his daily activities with the FAA Representative or COR who will provide access to the site. All work, including daily cleanup, shall be performed between the hours of 8:00 AM to 4:00 PM, Monday through Friday.

2.3. EXISTING CONDITIONS.

2.3.1. ASBESTOS. No asbestos will be impacted during this contract.

2.3.2. LEAD. No lead will be impacted during this contract.

2.4. SITE VISIT. The bidder is expected to carefully examine the site and all areas of proposed work to see firsthand the extent of work involved. The submission of a proposal will be considered prima facie evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work. It shall be the responsibility of the bidder to make his own interpretations of existing site conditions, as the drawings and specifications may not reflect all site characteristics. To coordinate a site visit, contact Mr. Amiel Maness, CAE SCC Manager at (803)822-4416.

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2.5. WORKERS. Due to security regulations, no foreign national workers will be allowed on the job site without 30 day notification and approval. Contact the SSC Manager for further information.

3. SUBMISSIONS. No submissions are required.

4. MATERIAL.

4.1. GENERAL. All products and material specified herein shall be supplied, transported, maintained, handled, installed, and stored by the contractor. All material estimates and measurements are the responsibility of the contractor. Details, practices, and procedures not stated or referred to in these specifications shall comply with the published installation recommendations of the manufacturer/supplier. All material used on this project shall be new, unused and undamaged.

4.2. DELIVERY, STORAGE, AND HANDLING.

4.2.1. DELIVERY. All materials/products delivered to the job site shall be in new, dry, unopened, and well marked containers showing quantity, product name, and manufacturer's name. Delivery shall be of sufficient quantities so as to allow continuity of work.

4.2.2. STORAGE. The contractor shall safely store all material/products per manufacturer's recommendations. Products liable to be degraded as a result of weather conditions shall be maintained in suitable storage areas while moisture-sensitive products shall be maintained in dry storage areas. The contractor shall not create a potential fire hazard, nor violate other safety regulations while storing products. Contact the SSC for possible storage sites.

4.2.3. HANDLING. The contractor shall handle all products and materials in a safe, workmanlike manner, per the manufacturer's recommendations. Only experienced, knowledgeable contractor personnel will be allowed to apply, attach, or otherwise use any required products. Any material which is damaged or in damaged containers shall be properly discarded, and not used on the project.

4.3. PRODUCTS AND MATERIALS.

4.3.1. All products and materials shall comply with quality control, references, specifications, and manufacturers' data. Where conflicts may exist, the more stringent requirements shall govern.

4.3.2. The contractor shall provide the CO or COR with copies of Material Safety Data Sheets (MSDS's) for all materials/products to be used or consumed in execution of this contract which are considered to be, or contain hazardous chemicals. It is the intention of this requirement to ensure compliance with 29 CFR 1910.1200; therefore, MSDS's shall be provided prior to use, consumption, or application of such products. It will remain the responsibility of the COR to communicate this information to all affected FAA personnel.

4.3.3 APPROVAL. The contractor shall submit all products and material literature for approval prior to installation per Section 3.

4.3.4. MATERIAL SPECIFICATIONS (CFM).

4.3.4.1. GENERAL. All material shall adhere to the guidelines and specifications set forth in the latest editions of the UL, and ASTM publications. Items 4.3.4.2 through 4.3.4.6 are all major CFM items, however, they are not inclusive of all CFM required. Refer to drawings for fixture types and locations and specific lamp and ballast replacement requirements. Furnish spares as specified for each item.

4.3.4.2. FLUORESCENT FIXTURE. 120V models, recessed, surface-mount or suspended troffer design, 2x4 or 1x4, with rapid-start electronic ballast (compatible with number of lamps), and F32T8 lamps. Ballasts shall meet Section 4.3.4.3. Each fixture's mounting and lamp number vary; refer to the drawings. Lenses, where called for, shall be parabolic to match exiting T8 fixtures throughout the facility. Where no lenses are required, all T-8 lamps shall have properly-sized safety sleeves. Reflectors shall be white.

4.3.4.3. ELECTRONIC BALLAST. Rapid-start, 0.7 - 0.9 ballast factor; 0.95 - 0.98 power factor; <20% THD, RF suppression, 120V capable of operating one, two or three T8 lamps; GE Electronic ULTRA ballast, or equal.

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4.3.4.4. LAMPS. 32W T8 fluorescent lamp; 4' straight, 4100k, low mercury (2.0mg, max) comparable to "cool white" (CW); sized (both length and pin) to fit fixture. Philips Alto II or equal. Furnish 72 spares of the 4' long T-8 lamp.

4.3.4.5. CONDUIT. ¾" steel, either EMT or flexible, to include all junction boxes, fittings, hangars and hardware.

4.3.4.6. WIRING. Copper, #12 gauge, stranded, THHN insulated, properly colored to match circuit designation, with #12 green ground.

5. INSTALLATION. Installation shall follow generally accepted neat orderly workmanship. Contractor shall completely finish one room prior to moving onto another. Power outages and room disruption shall be coordinated with the COR prior to work being performed in that room. Work in the equipment room and telco room requires significant rewiring and new conduit due to delamping and fixture reconfiguration. The one T8 fixture in the equipment room shall be relocated and reused in one of the locations calling for this type fixture. The drop ceiling in the equipment room shall be removed in its entirety. Ceiling mounted entities (smoke sensors and a diffuser) shall be relocated to the fixed ceiling, and or reattached from the fixed ceiling, respectively. Flexible conduit length shall not exceed 6'.

6. CLEANUP.

6.1. Before final inspection, the contractor shall thoroughly clean within the construction limits and the surrounding areas affected by this work, including the following:

a. All construction facilities, debris, and rubbish shall be removed from the buildings and the site on a daily basis.

b. All tools, scaffolding, ladders, temporary utility connections, building, etc., belonging to the contractor or used under his direction shall be removed from the site.

6.2. All grounds, walkways, and other areas adjacent to the work shall be restored to the original condition before the contractor is released. Schedule a site examination with the COR, who will approve a final cleanup.

7. INSPECTIONS. The COR shall coordinate with the contractor and schedule a final inspection date. All work shall be accepted when all work required by this contract, including punch list items, is finished and has passed inspection.



a 2 x 4 LAY-IN FIXTURE WITH MAGNETIC BALLAST AND FOUR F40T12 LAMPS. REPLACE THESE 26 FIXTURES WITH THE ONE LOCATED "b" TYPE FIXTURE (TYP 1) AND WITH NEW 2 x 4 LAY-IN FIXTURES WITH ELECTRONIC BALLAST, TWO F32T8 LAMPS, AND PARABOLIC LENS, SIMILAR TO EXISTING "b" TYPE FIXTURE (TYP 25).

b 2 x 4 LAY-IN FIXTURE WITH ELECTRONIC BALLAST AND FOUR F32T8 LAMPS. REMOVE AND RELOCATE THIS FIXTURE TO REPLACE AN "a" TYPE FIXTURE.

d 2 X 2 LAY-IN OR SURFACE-MOUNT FIXTURE WITH MAGNETIC BALLAST AND TWO F40T12 U-TUBE LAMPS. REMOVE AND DISPOSE OF THESE FIXTURES (TYP 9).

e 1 X 4 SUSPENDED FIXTURE WITH MAGNETIC BALLAST AND F40T12 LAMPS. REMOVE THESE 1 FIXTURES AND INSTALL NEW 1 X 4 SUSPENDED FIXTURES WITH ELECTRONIC BALLAST AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. SEE DRAWING, CAE-B-195-ED2 FOR NUMBER OF NEW FIXTURES AND LAYOUT.

f 1 X 4 SURFACE-MOUNT FIXTURE WITH MAGNETIC BALLAST AND TWO F40T12 LAMPS. REPLACE WITH NEW SIMILAR TYPE FIXTURE WITH ELECTRONIC BALLAST, TWO F32T8 LAMPS AND SIMILAR LENS, TYP 8.

g 1 X 4 SUSPENDED FIXTURE WITH MAGNETIC BALLAST AND F40T12 LAMPS, LOCATED ABOVE DROP CEILING. REMOVE THESE 22 FIXTURES AND THE DROP CEILING, AND INSTALL NEW 1 X 4 SUSPENDED FIXTURES WITH ELECTRONIC BALLAST AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. SEE DRAWING, CAE-B-195-ED2 FOR NUMBER OF NEW FIXTURES AND LAYOUT.

h 1 X 8 SUSPENDED FIXTURE. TO BE REMOVED.

NO WORK THIS ROOM

DIFFUSER (TYP 6 IMPACTED IN TWO ROOMS)

SMOKE SENSOR, TO BE RELOCATED TO FIXED CEILING, TYP 3.

NWTR NO WORK THIS ROOM

DISCUSSED (TYP 5 IMPACTED IN TWO ROOMS)

⑤ SMOKE SENSOR, TO BE RELOCATED TO FIXED CEILING, TYP 3.

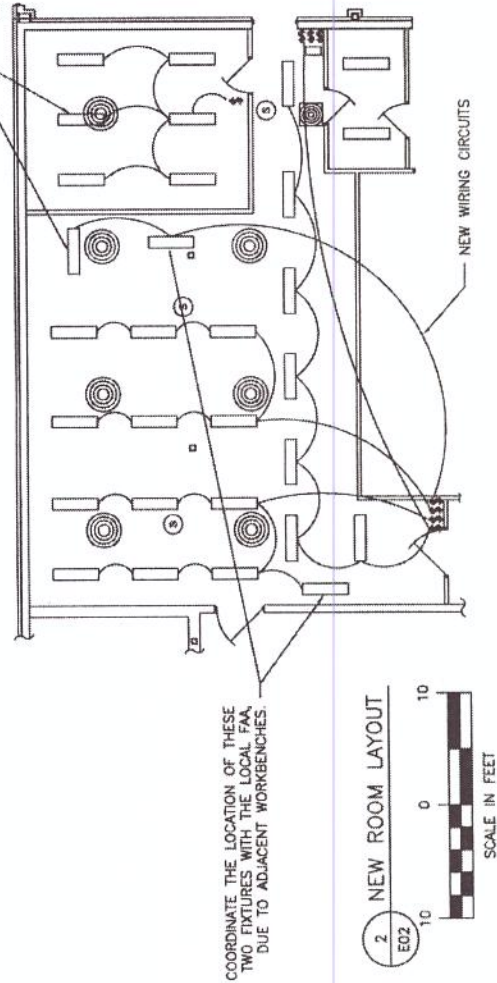
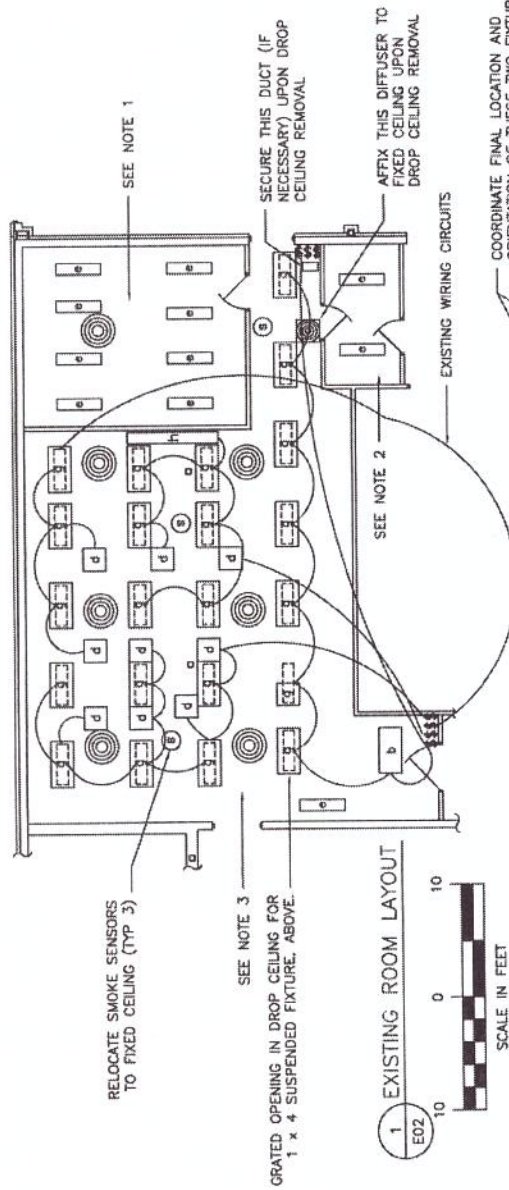
***NOTE* QUANTITIES NOTED IN LEGEND REFLECT AMOUNTS SHOWN ON THIS DRAWING ONLY. SIMILAR FIXTURES MAY EXIST ON OTHER DRAWINGS.

[illegible]

1. TELCO ROOM: REMOVE 8 EXISTING 1 X 4 SUSPENDED FIXTURES AND INSTALL 8 NEW 1 X 4 SUSPENDED LAMPS WITH ELECTRONIC BALLASTS AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. INSTALL NEW WIRING IN NEW CONDUIT FROM THE EXISTING LB ON THE WALL ABOVE THE LIGHT SWITCH. INSTALL NEW LIGHTS AT THE SAME HEIGHT AS EXISTING FIXTURES.
2. READY ROOM: REMOVE 2 EXISTING 1 X 4 SUSPENDED FIXTURES AND INSTALL 2 NEW 1 X 4 SUSPENDED FIXTURES WITH ELECTRONIC BALLAST AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. REUSE EXISTING WIRING AND INSTALL NEW FIXTURES AT THE SAME HEIGHT AS EXISTING FIXTURES.
3. EQUIPMENT ROOM: REMOVE AND DISPOSE OF THE EXISTING DROPPING CEILING. COMPLETELY REMOVE AND DISPOSE OF EXISTING 1" X 4" TYPE FIXTURES. REUSE EXISTING FIXTURE "B" SO AS TO BE REUSED IN ANOTHER LOCATION. AS SHOWN ON DRAWING --E01. INSTALL 22 NEW 1 X 4 SUSPENDED FIXTURES WITH ELECTRONIC BALLAST AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. INSTALL NEW WIRING IN NEW CONDUIT WHERE NECESSARY SUCH THAT LIGHT BAYS ARE CONFIGURED AS SHOWN IN DETAIL 2.

LEGEND

- b 2 x 4 LAY-IN FIXTURE WITH ELECTRONIC BALLAST AND FOUR F32T8 LAMPS. REMOVE AND RELOCATE THIS FIXTURE TO REPLACE AN "d" TYPE FIXTURE.
- d 2 X 2 LAY-IN OR SURFACE-MOUNT FIXTURE WITH MAGNETIC BALLAST AND TWO F40T12 U-TUBE LAMPS. REMOVE AND DISPOSE OF THESE FIXTURES (TYPE 9).
- e 1 X 4 SUSPENDED FIXTURE WITH MAGNETIC BALLAST AND F40T12 LAMPS. REMOVE THESE 11 FIXTURES
- g 1 X 4 SUSPENDED FIXTURE WITH MAGNETIC BALLAST AND F40T12 LAMPS, LOCATED ABOVE DROP CEILING. REMOVE THESE 22 FIXTURES.
- h 1 X 8 SUSPENDED FIXTURE. TO BE REMOVED.

[illegible]

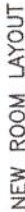
NOTES

1. TELCO ROOM: REMOVE 8 EXISTING 1' X 4' SUSPENDED FIXTURES AND INSTALL 8 NEW 1' X 4' SUSPENDED FIXTURES WITH ELECTRONIC BALLASTS AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. INSTALL NEW WIRING IN NEW CONDUIT FROM THE EXISTING LB ON THE WALL ABOVE THE LIGHT SWITCH. INSTALL NEW LIGHTS AT THE SAME HEIGHT AS EXISTING FIXTURES.

1. TELCO ROOM: REMOVE 8 EXISTING 1 X 4 SUSPENDED FIXTURES AND INSTALL 8 NEW 1 X 4 SUSPENDED FIXTURES WITH ELECTRONIC BALLASTS AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. INSTALL NEW WIRING IN NEW CONDUIT FROM THE EXISTING LB ON THE LIGHTS WALL ABOVE THE LIGHT SWITCH. INSTALL NEW LIGHTS AT THE SAME HEIGHT AS EXISTING FIXTURES.
2. READY ROOM: REMOVE 2 EXISTING 1 X 4 SUSPENDED FIXTURES AND INSTALL 2 NEW 1 X 4 SUSPENDED FIXTURES WITH ELECTRONIC BALLAST AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. REUSE EXISTING WIRING AND INSTALL NEW FIXTURES AT THE SAME HEIGHT AS EXISTING FIXTURES.
3. EQUIPMENT ROOM: REMOVE AND DISPOSE OF THE EXISTING DROP CEILING. COMPLETELY REMOVE AND DISPOSE OF THE EXISTING 6" SQ. TYPE FIXTURES. RELOCATE EXISTING FIXTURE⁵ TO SO AS TO BE REUSED AT THE SAME LOCATION AS SHOWN ON DRAWING -E01. INSTALL 22 NEW 1 X 4 SUSPENDED FIXTURES WITH ELECTRONIC BALLAST AND TWO F32T8 LAMPS WITH SAFETY SLEEVES. INSTALL NEW WIRING IN NEW CONDUIT WHERE NECESSARY SUCH THAT LIGHT BAYS ARE CONFIGURED AS SHOWN IN DETAIL 2.

LEGEND

- b 2 x 4 LAY-IN FIXTURE WITH ELECTRONIC BALLAST AND FOUR F30T8 LAMPS. REMOVE AND RELOCATE THIS FIXTURE TO REPLACE AN "a" TYPE FIXTURE.
- d 2 X 2 LAY-IN OR SURFACE-MOUNT FIXTURE WITH MAGNETIC BALLAST AND TWO FA0T12 U-TUBE LAMPS. REMOVE AND DISPOSE OF THESE FIXTURES (TYP 9).
- e 1 X 4 SUSPENDED FIXTURE WITH MAGNETIC BALLAST AND FA0T12 LAMPS. REMOVE THESE 11 FIXTURES
- g 1 X 4 SUSPENDED FIXTURE WITH MAGNETIC BALLAST AND FA0T12 LAMPS, LOCATED ABOVE DROP CEILING. REMOVE THESE 22 FIXTURES.
- h 1 X 8 SUSPENDED FIXTURE. TO BE REMOVED.

[illegible]

PART I - SECTION D
PACKAGING AND MARKING

THIS SECTION NOT USED

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.10.4-10 Inspection of Construction (July 2001)

(a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

- (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or
- (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-42	Differing Site Conditions (July 2004)
3.2.2.3-43	Site Investigation and Conditions Affecting the Work (July 2004)
3.2.2.3-45	Material and Workmanship (July 2004)
3.2.2.3-46	Supervising the Contract Work (July 2004)
3.2.2.3-47	Permits and Responsibilities (July 2004)
3.2.2.3-48	Other Contracts (July 2004)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-55	Availability and Use of Utility Services (July 2004)
3.2.2.3-56	Schedules for Construction Contracts (July 2004)
3.2.2.3-60	Specifications, Drawings, and Material Offers (February 2009)
3.2.2.3-66	Contractor's Daily Log (July 2004)
3.2.2.3-68	Safety and Health (July 2004)
3.10.1-11	Government Delay of Work (April 1996)
3.10.1-24	Notice of Delay (November 1997)

3.2.2.3-41 Performing Work (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least **25** percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-50 Property Protection (July 2004)

(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

(c) You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(End of clause)

3.2.2.3-71 Starting, Performing and Completing Work (July 2004)

The Contractor (you) must

- (a) begin work under this contract within 3 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 30 calendar days. The time allowed for completion must include final cleanup of the premises.

(End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.2.2.3-62 Preconstruction Conference (July 2004)

The successful offeror must attend a pre-construction conference at a site the Contracting Officer designates before starting the work.

(End of Clause)

3.10.1-19 Modification Cost Proposal - Price Breakdown (Construction) (April 1996)

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.

(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

3.10.1-23 Contracting Officer's Representative-Construction Contracts (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within 5 calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

- (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
 - (3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause;
and
 - (4) final acceptance under the contract.
- (End of clause)

SO-G-1 INVOICES - CONSTRUCTION

Payments to the contractor for work performed under this contract will be made monthly in accordance with Clauses 3.3.1-2, Payments under Fixed Price Construction Contracts, and 3.3.1-19, Prompt Payment for Construction Contracts. The contractor shall coordinate amounts invoiced with the Contracting Officer's Representative (COR) on the construction site prior to submission. After coordination, invoices (reflecting the contract number) shall be submitted to the COR along with the attached Certification of Invoice. A copy of the invoice summary should also be sent by facsimile to the Contracting Officer at (404) 305-5774 to give notice that payment has been requested. The COR should date stamp the invoice upon receipt and will then prepare a periodical estimate for submission to the Contracting Officer with the contractor's invoice.

(End of clause)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

SO-H-1 SECURITY REQUIREMENTS

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements, 3.14-3, Foreign Nationals as Contractor Employees, and 3.14-4, Government-Issued Keys, Identification Badges, and Vehicle Decals, and in Section I of this solicitation. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer, or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of clause)

SO-H-2 INSURANCE REQUIREMENTS

In addition to minimum insurance requirements specified elsewhere in this contract, the offeror shall determine specific insurance requirements where this contract work is to be performed (i.e., airport insurance requirements, or state or local insurance requirements) prior to submitting an offer. The offeror is required to determine and provide for the effects, if any, that these insurance requirements may have on the offer, or contract performance. Failure of the offeror to ascertain these requirements beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of clause)

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.3-8	Audit and Records (February 2009)
3.2.2.3-37	Notification of Ownership Changes (July 2004)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-50	Property Protection (February 2009)
3.2.2.3-50	Property Protection (February 2009)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-75	Requests for Contract Information (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-9	Interest (January 2008)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-19	Prompt Payment for Construction Contracts (January 2003)
3.3.1-31	Progress Payments (November 2000)
3.3.2-1	FAA Cost Principles (October 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-13	Recycle Content and Environmentally Preferable Products (July 2008)
3.6.3-14	Use Of Environmentally Preferable Products (July 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-3	Buy American Act - Construction Materials (July 1996)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.9.1-1	Contract Disputes (November 2002)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-15	Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)
3.10.1-16	Changes and Changed Conditions (April 1996)
3.10.1-20	Warranty-Construction (April 1996)

3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.6-6	Default (Fixed Price Construction) (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for:

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.3-12

Asbestos - Free Construction (August 1998)

In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove

and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Skilled Laborer	1
Unskilled Laborer	1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;

- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Regional and Center Contracts:

**Federal Aviation Administration
Southern Region, ASO-52
Attention: Ms. Kiersten Sellers
1701 Columbia Avenue
College Park, Georgia 30337**

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **\$200.00** for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the

keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **Charles Phillips, FAA Security & Hazardous Materials Staff, ASO-750A at 404-305-6792**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the facility must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to Personnel Security, ASO-750 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: **Federal Aviation Administration, Attn: Kiersten D. Sellers, ASO-52, 1701 Columbia Ave., College Park, GA 30337**. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the **Contracting Officer**. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting **Kiersten Sellers at (404) 305-5790**.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday

of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

3.2.2.3-44 Physical Data (July 2004)

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site surveys, investigations and visual observations by the designers.

(b) The contractor shall be familiar with normal seasonal weather conditions under which work will be performed. Complete weather records are available from the National Weather Service.

(c) Transportation access to the ARTCC site is by public highway and driveways within the ARTCC facility site. The contractor shall be familiar with existing and planned highway conditions, and limitations applicable to project site construction access.

SO-J-1 WAGE RATE DETERMINATION (Attachment 1)
Lexington County, South Carolina

SO-J-2 CERTIFICATION OF INVOICE (Attachment 2)

SO-J-3 BUSINESS DECLARATION FORM (Attachment 3)

SO-J-4 PAST PERFORMANCE SURVEYS (Attachment 4)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 60 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
- (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.
- (End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
 (country)
- (End of provision)

3.2.2.3-15**Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70**Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

- ☐ Sole proprietorship
☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-4	Organizational Conflict of Interest SIR Provision (March 2006)
3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19	Contract Award (July 2004)
3.2.2.3-72	Announcing Competing Offerors (July 2004)
3.3.1-28	Notice of Progress Payments (November 1997)
3.2.2.3-20	Electronic Offers (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means
Email (offeror still has the right to submit a proposal by paper)

Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to Kiersten.Sellers@faa.gov.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.2.3-63 Site Visit (Construction) (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting Jeff Alexander, (803)822-4412 or (803)239-6739.

3.2.4-1 **Type of Contract** (April 1996)

The FAA contemplates award of a firm-fixed price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 **Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)

The NAICS code for this acquisition is 238160 Roofing Contractors and the small business size standard is \$14.0 million average annual receipts over the past 3 fiscal years.

(End of provision)

SO-L-2 REQUIRED DOCUMENTS

The contractor SHALL return the following completed documents as part of its offer:

- a) **SF1442, Solicitation, Offer, and Award**
- b) **SF 36, Continuation Sheet, Schedule of Bid Items**
- c) **Section K, Representations, Certifications, & Other Statements of Offerors**
- d) **Business Declaration** (Attachment 4)

e) Past Experience

List all customers and facilities for which you had contracts to provide similar services for the last five years. Provide a summary for each such contract describing the size of the facility and the number shifts and employees you used to service the contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. Provide current phone numbers of points of contact for each customer with whom you had similar projects for the last five years.

f) Past Performance Surveys

Arrange for at least **three** past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. See Attachment 2.

g) Work in Progress

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

h) Available Resources

A written summary of resources (including financial, personnel with resumes, and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

i) Financial information

Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility.

SO-L-3 HANDCARRIED OFFERS

If a contractor plans to hand carry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of provision)

SO-L-4 ESTIMATED PRICE RANGE

The estimated price range for this project is between \$10,000 - \$50,000.

(End of provision)

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT, LOWEST PRICE, TECHNICALLY ACCEPTABLE** considering price and if the contractor is found responsible.

(2) The Government may:

- (a) reject any or all offers if such action is in the public interest;
- (b) accept other than the lowest offer;
- (c) waive informalities and minor irregularities in offers received;
- (d) make award without written or oral discussion with offerors.
- (e) have discussions with any one offeror, all offerors, or without any discussion.

(3) Offers will be evaluated to determine that the contractor is responsive and minimal technical acceptability (i.e., whether satisfactory technical performance of the contract is likely by considering the offer, the published statement of work, specifications, drawings, and contract terms and conditions). Offers deemed technically acceptable will be further evaluated for pricing. Contract award will be based on the lowest firm fixed price, technically acceptable offer.

(End of provision)

CERTIFICATION OF INVOICE

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Contractor

Name

Contract Number

Title

Invoice Number

Date

BUSINESS DECLARATION

Tax Identification No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify major services/products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS
OF 18 USCS 1001.***

12. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

PAST PERFORMANCE SURVEY

Solicitation No. DTFASO-09-Q-00070

Upgrade Lighting at the Air Traffic Control Tower (ATCT),

West Columbia, South Carolina

Page 1 of 5

To: _____ (Reference Name)
_____ (Company)
_____ (Telephone No.)
_____ (Fax No.)

The Federal Aviation Administration (FAA) is currently evaluating our company/firm, _____, for past performance and customer satisfaction. Since you are one of our past customers it would be greatly appreciated if you would take 5 or 10 minutes to complete the following information and **return to the (FAA) via facsimile to (404) 305-5774, Attn: Kiersten D. Sellers no later than June 12,2009.**

If you have any questions or comments, feel free to contact me. Thank you in advance for your assistance.

Sincerely,

Please identify the project(s) that this company has performed for your organization, description, city, state, and approximate dollar value:

PAST PERFORMANCE SURVEY

Solicitation No. DTFASO-09-Q-00070

Upgrade Lighting at the Air Traffic Control Tower (ATCT),

West Columbia, South Carolina

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Respond to the following on a scale of 1 to 5, with 3 being average or acceptable, and 5 being best.

1. Did the contractor commit adequate resources in timely fashion to the contract to meet the requirements and to successfully solve problems? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
2. To what extent did the contractor respond positively and promptly to technical direction, contract change orders, etc.? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
3. How reliably did the contractor follow through on commitments? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
4. To what extent did the contractor's management system provide visibility into problems and risks? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
5. How responsive do you think the contractor was to information requests, issues, or problems during the course of the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
6. How effective has the contractor been in identifying user requirements? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
7. To what extent did the contractor have the ability to administer and manage the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
8. To what extent did the contractor issue professional correspondence? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
9. How well did the contractor adhere to the Statement of Work? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
10. What was your level of satisfaction with the contractor's management and support staff? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
11. What was your level of satisfaction with the contractor's Supervisor(s)? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
12. To what extent did the contractor submit required reports and documentation in a timely manner 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

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13. To what extent were the contractor's reports and documentation accurate and complete?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
14. To what extent was the contractor's maintenance and problem tracking/reporting documentation timely, accurate and of appropriate content?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
15. To what extent did the contractor comply with safety requirements?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
16. What was your level of satisfaction with the contractor's overall quality of service?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
17. To what extent was the contractor effective in interfacing with the Government staff?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
18. What was your level of overall customer satisfaction?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
19. To what extent were the contractor's employees experienced and qualified?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Respond: Yes or No.

20. Were there any cure notices issued? Yes: ____ No: ____
21. Was contractor pro-active? Yes: ____ No: ____
22. Did contractor suggest cost-saving changes? Yes: ____ No: ____
23. Would you recommend this contractor? Yes: ____ No: ____

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For Federal contracts:

24. Were there any Labor Department Investigations? Yes: ____ No: ____

24a. If yes, please describe reason and final outcome.

25. Were there any safety investigations? Yes: ____ No: ____

25a. If yes, please describe reason and final outcome.

26. Were there any security investigations? Yes: ____ No: ____

26a. If yes, please describe reason and final outcome.

27. Was there a partial or complete termination for default or convenience?

Yes: ____ No: ____

27a. If yes, please describe reason and final outcome.

28. Are there any pending terminations? Yes: ____ No: ____

29. What is/was the duration of the contract? _____

30. Were there any performance issues regarding the contractor's work? If yes, please describe.

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Please provide other comments:

Signature: _____

Company: _____

Date: _____